

1509

**COOPERATIVE AGREEMENT**

SEP 1 5 38 AM '87  
**BETWEEN**

**LEE-IRVING LIQUOR, INC. (t/a LEE-IRVING LIQUOR)**

**AND**

**MOUNT PLEASANT NEIGHBORHOOD ALLIANCE**

Whereas Lee-Irving Liquor Inc. ("Licensee") has applied to renew an Alcoholic Beverage Control ("ABC") Retail Class B license for the business trading as Lee-Irving Liquor at 3100 Mt. Pleasant Street, Northwest, Washington, D.C.; and

Whereas Mount Pleasant Neighborhood Alliance ("MPNA") has filed a protest to the renewal of such license; and

Whereas licensee and MPNA have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of licensee and cooperation between licensee and MPNA.

NOW THEREFORE, in consideration of the agreements by licensee set forth herein MPNA agrees to withdraw its protest and licensee agrees to comply fully with the terms of this cooperative agreement.

Licensee agrees:

A. To comply with all laws and regulation governing the operation of establishment at 3100 Mt. Pleasant Street N.W., Washington, D.C., including laws and regulations governing the Class B (retail) license to which this cooperative agreement applies, as such license may be applied for and approved by the District of Columbia in the name of licensee, as such license shall be on file with the District of Columbia.

B. That licensee and its officers and employees will cooperate with the Advisory Neighborhood Commission 1-E ("ANC") and/or MPNA to address any alleged violation of the laws an regulations referred to in Paragraph A above or of this agreement, and in any request that the appropriate enforcement agency investigate an alleged violation.

C. That licensee will not sell or deliver alcohol after ABC regulated hours, and that licensee will cooperate in community efforts to assure that all licensees comply with ABC requirements as to hours of sale.

D. That in cooperation with MPNA licensee will support community organizations which seek to alleviate alcohol abuse problems, by participation in meetings and programs.

E. That licensee will undertake a leadership role in the Mount Pleasant business community in an effort to enlist wider business support for clean-up, responsible alcohol sales and service, support for alcohol abuse assistance organizations, and law enforcement activities, including leading efforts to supplement current efforts to hire private trash services to clean Mount Pleasant Street on a daily basis.

F. That in the event licensee decides to sell or transfer its business, licensee will provide the community at least ninety (90) days' notice of any intention to place the business on the market, and agrees to work with the community in reviewing offers and in soliciting offers. Licensee further agrees to provide the community with advance notice of its intention to accept any unsolicited offer to buy its business. Licensee shall not be required to disclose confidential financial information in complying with this paragraph.

G. That licensee will keep the public space surrounding the business free of debris and trash.

H. That licensee will prohibit loitering in front of the business and take whatever actions are necessary to enforce such prohibition.

I. That licensee will post signs in English and Spanish advising its customers to respect the community and that licensee will not sell to intoxicated persons.

J. That licensee will not sell or deliver alcohol in any form to any intoxicated person, to any person who appears to be intoxicated, or to any person licensee knows to abuse alcohol.

K. That licensee will not sell or deliver alcohol in any form to any person under 21 years of age.

L. That licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service if it appears that an attempt is being made to buy alcohol for the person who has been denied service.

M. That licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."

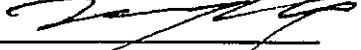
N. That licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC Regulations as including "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portions of the alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."

P. That licensee will assure that all employees of licensee adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

RECEIVED  
ALCOHOL BEVERAGE  
COMMISSION  
SEP 17 1997

LEE-IRVING LIQUOR, INC.

MOUNT PLEASANT  
NEIGHBORHOOD ALLIANCE

by 

Date: 9/17/97

by 

Date: 9-17-97

BEFORE THE ALCOHOLIC BEVERAGE CONTROL BOARD  
FOR THE DISTRICT OF COLUMBIA

IN RE

The application of	)	
LEE-IRVING LIQUORS, INC.	)	CASE NO.
t/a Irving Liquors	)	
at premises	)	<u>1509-95035P</u>
3100 Mt. Pleasant Street, N. W.	)	
Washington, D. C. 20010	)	
for Retailer Class "A" License	)	

VOLUNTARY SETTLEMENT AGREEMENT

THIS MATTER, having come before the Board upon the renewal application of LEE-IRVING LIQUORS, INC., for the renewal to it of the Retailer Class "A" License at the premises cited above and the application having been protested by JAMES MATHIAS, a resident of the neighborhood in the delineated area.

The parties have negotiated their differences and the parties are stipulating as follows in consideration of said protest being withdrawn:

1.) With regard to sales of liquor to intoxicated individuals.

a) The owners and employees of IRVING LIQUORS will not make sales to any individual who appears to be intoxicated or under the influence of drugs.

b) The owner will attend a training program sanctioned by the Alcoholic Beverage Control Board and given in the Korean language to enhance his awareness of this problem.

2.) With regard to loitering in the environs of the store:

a) The owner agrees to install lighting at the rear of his store to illuminate the area in the rear and to the side of the store.

b) The owner shall illuminate said areas from dusk to dawn.

3.) With regard to trash in the immediate area of the store:

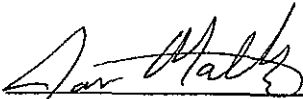
a) The store owner agrees to pick up trash on both sides of Irving Street adjacent to the store twice daily.

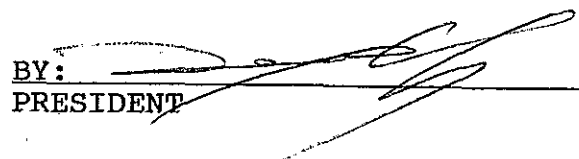
b) Said trash shall be removed from the business premises on a regular basis.

The Board adopts the foregoing Voluntary Agreement on this \_\_\_\_\_ day of May, 1995, and the protest herein is DISMISSED.

DATED: MAY 3, 1995.

LEE-IRVING LIQUORS, INC.

  
\_\_\_\_\_  
JAMES MATHIAS

  
\_\_\_\_\_  
BY: \_\_\_\_\_  
PRESIDENT

THE ALCOHOLIC BEVERAGE CONTROL BOARD  
FOR THE DISTRICT OF COLUMBIA

BY: \_\_\_\_\_

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

**Lee-Irving Liquor, Inc.  
t/a Lee-Irving Liquor**

**Application for a Retailer's  
License Class A - renewal  
at premises**

**3100 Mt. Pleasant Street, N.W.  
Washington, D.C.**

**Case No. 1509-97030P**

**Russell Smith, on behalf of the Mount Pleasant Neighborhood Alliance, Protestant**

**Hal Y. Chong, President, on behalf of Applicant**

**Before: Barbara L. Smith, Chair  
Dennis Bass, Member  
Allen Beach, Member  
Mary Eva Candon, Member  
Laverne King, Member  
Duane Wang, Member  
Eydie Whittington, Member**

**ORDER ON WITHDRAWN PROTEST**

This matter, having been protested, came before the Board for a public hearing on June 11, 1997 in accordance with D.C. Code Section 25-115 (c)(5)(1995 Supp.), providing for remonstrants to be heard. Lorie Collins, President, on behalf of the Mount Pleasant Neighborhood Alliance, filed a timely protest letter and designated Mr. Smith as the representative for the organization.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board. (See Agreement dated September 17, 1997.) Pursuant to that Agreement, the Protestant has agreed to withdraw the opposition provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Lee-Irving Liquor, Inc.  
t/a Lee-Irving Liquors  
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Accordingly, it is this 12<sup>th</sup> day of November 1997, **ORDERED** that:

1. The opposition of Russell Smith, on behalf of the Mount Pleasant Neighborhood Alliance, be, and the same hereby, is **WITHDRAWN**;
2. The above-referenced Agreement, dated September 17, 1997, be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Lee-Irving Liquor, Inc. t/a Lee-Irving Liquors for a retailer's license class A - renewal at premises 3100 Mt. Pleasant Street, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestant and the Applicant.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

  
\_\_\_\_\_  
BARBARA L. SMITH, CHAIR  
\_\_\_\_\_  
DENNIS BASS, MEMBER

\_\_\_\_\_  
ALLEN BEACH, MEMBER

\_\_\_\_\_  
MARY EVA CANDON, MEMBER

  
\_\_\_\_\_  
LAVERNE KING, MEMBER  
\_\_\_\_\_  
DUANE WANG, MEMBER

\_\_\_\_\_  
EYDIE WHITTINGTON, MEMBER



BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:

Lee-Irving Liquors

t/a same

Application for a Retailer's

License Class "A" - renewal

at premises

3100 Mt. Pleasant Street, N.W.

Washington, D.C.

Case No. 1509-95035P

Brian Jung, President, on behalf of Applicant

James B. Mathias, Protestant

BEFORE: MARY EVA CANDON, ESQUIRE, Chairperson

DENNIS BASS, Member

JAMES C. JEFFERSON, Member

JAMES L. O'DEA, III, ESQUIRE, Member

BARBARA L. SMITH, ESQUIRE, Member

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on April 5, 1995, and was continued until May 3, 1995, in accordance with D.C. Code Section 25-115 (c)(5)(1993 Supp.), providing for remonstrants to be heard. James B. Mathias filed a timely protest letter dated March 13, 1995.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.<sup>1/</sup> Pursuant to the Agreement, the Protestant has agreed to withdraw his protest provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

<sup>1/</sup> See Agreement dated May 3, 1995.

Lee-Irving Liquors  
t/a same  
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Accordingly, it is this 31<sup>ST</sup> day of May 1995,  
ORDERED that:


1. The protest of James B. Mathias be, and the same hereby, is  
WITHDRAWN;
2. The above-referenced Agreement between the parties be, and the  
same hereby, is INCORPORATED as part of this Order;
3. The application of Lee-Irving Liquors t/a same for a retailer's  
license class A - renewal at premises 3100 Mt. Pleasant Street, N.W., be,  
and the same hereby, is GRANTED; and,
4. Copies of this Order shall be sent to the Protestant and the  
Applicant.


DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

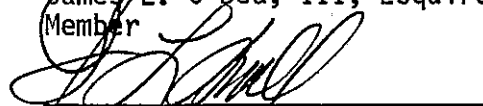
Mary Eva Candon, Esquire  
Chairman



Dennis Bass  
Member

  
James C. Jefferson,  
Member

  
James L. O'Dea, III, Esquire  
Member

  
Barbara L. Smith, Esquire  
Member